

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**BOROUGH OF HAMBURG**

**And**

**I.U.P.C. & P.E. LOCAL 911**

**Effective**

**January 1, 2007 thru December 31, 2009**

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AGREEMENT

BETWEEN

IUPC&PE LOCAL 911

AND

BOROUGH OF HAMBURG

Jan. 1, 2004 - Dec. 31, 2006 - PREAMBLE

This agreement entered into this       day of 2004, by and between the Borough of Hamburg in the County of Sussex, New Jersey, hereinafter called the "Borough", and Local 911, I.U.P.C.P.E., hereinafter called the "Union", represent the complete and final understanding on all the bargainable issues between the Borough and the Union.

ARTICLE I - RECOGNITION

Section A. The Borough recognizes the Union as the collective bargaining representative for all blue-collar workers in the Road Department.

ARTICLE II - MANAGEMENT RIGHTS

Section A. The right to manage the affairs of the Borough and to direct the working forces and operations of the Borough, subject only to the limitations of this Agreement and applicable State law, is vested in and retained by the Borough.

## ARTICLE IIA - EMPLOYEE RIGHTS

Section A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under the New Jersey State Statutes or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, provided such activities do not violate any local, State or Federal law.

Section C. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative elected or approved by Local 911, I.U.P.C.P.E. When an employee is not represented by Local 911, I.U.P.C.P.E., Local 911 I.U.P.C.P.E. shall have the right to be present and to state its views at all stages of the grievance procedure.

Section D. No reprisals of any kind shall be taken by the Borough or by any member of the administration against any party in interest, any representative, any member of Local 911, I.U.P.C.P.E. or any other participant in the grievance procedure by reason of such participation.

## ARTICLE III - GRIEVANCE PROCEDURE

Section A. SUSPENSIONS, DEMOTIONS, REMOVALS: In any case where a permanent employee is issued a notice of disciplinary action involving, (a) suspension (b) Fine (c)

demotion, or (d) removal, the Mayor and Council shall conduct a hearing on the matter.

Section B. GRIEVANCES: Any grievance relating to the position, wages, or working conditions of an employee covered by this Agreement shall be handled in the manner set forth below:

1. The employee should discuss the grievance with his immediate supervisor. He may be represented by a member of local 911 I.U.P.C.P.E. declined to represent the employee, he or she shall have the right to proceed without such representation. If the employee or Local 911 I.U.P.C.P.E. is not satisfied with the result of the discussion with his supervisor, either may file a written notice of grievance with the employee's Department Head or relevant Council Member, as the case may be. If, for any reason, the employee or Local 911, I.U.P.C.P.E. does not wish to discuss the grievance with the employee's supervisor, the procedure may be begun with the written notice to the Department Head or Council Member, as the case may be.
2. The Department Head or Council Member shall review all aspects of the grievance that he deems necessary and shall render written determination within ten (10) days and shall advise the employee and Local 911 I.U.P.C.P.E. of such decision immediately thereafter and forward to each a copy of his determination.
3. The employee or Local 911 I.U.P.C.P.E. may appeal the decision of the Department Head or Council Members within five (5) days of receipt of the decision if either is unsatisfied with the result, by filing a written notice of appeal with the Mayor and Council and, at the same time, forwarding copies of

all previous writings on the matter. Within the next within the next thirty (30) days, the Mayor and Council shall conduct a hearing and thereafter render a written determination within ten (10) days and shall advise both the employee and Local 911 I.U.P.C.P.E. of such decision immediately thereafter and forward to each a copy of their determination.

4. If the grievances are not settled by the steps outlined above, Local 911 I.U.P.C.P.E. or the employee, within ten (10) working days after receipt by the employee and Local 911 I.U.P.C.P.E. of the Mayor and Council's decision, shall have the right to file an appeal with the Public Employment Relations Commission (hereinafter PERC).. PERC shall appoint an arbitrator to hear the grievance. The arbitrator's decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies and shall be rendered within thirty (30) days after completion of the hearing and shall be final and binding upon both parties. The cost of the arbitrator and his expenses shall be borne equally by both parties, unless otherwise provided by law.

#### ARTICLE IV - WORK WEEK

Section A. The normal work week for the Road Department shall be Monday through Friday consisting of forty (40) hours per week, (8) hours a day, five (5) days per week. The hours shall be 7:00 A.M. To 3:00 P.M. with a one half ( $\frac{1}{2}$ ) hour paid lunch period. In the discretion of the foreman, during in the months of July and August the hours shall be 6:30 A.M. till 2:30 P.M. with a one half ( $\frac{1}{2}$ ) hour paid lunch.

Section B. All work performed in excess of specified hours in any work day or any work week shall be paid at the rate of time and one half the regular straight time rate.

Section C. All work performed on a Sunday or a holiday

shall be paid at the rate of 2-1/2 times the regular straight time rate.

#### ARTICLE V - HOLIDAYS

Section A. All full time employees shall be entitled to holiday leave of absence with pay in celebration of the following holidays:

New Year's Day  
Presidents Day  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

If any of the above holidays fall on a Saturday it shall be celebrated on the preceding Friday or if it falls on Sunday it shall be celebrated on Monday.

Section B. Nothing herein shall prevent the Mayor and Council from granting additional holidays if it sees fit to do so.

Section C. Any employee absent for work for any reason, either before or after a work holiday, shall receive only straight time for the holiday.

#### ARTICLE VI - VACATIONS

Section A. All full time employees shall be entitled to paid vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount of Vacation</u>
1st Year	5 Days
2 - 5 Year	10 Days
6 - 12 Years	15 Days
13 - 16 Years	20 Days

Where in any calendar year when the vacation or any part thereof is not granted or taken, such vacation periods or parts shall accumulate to a maximum of five (5) days and shall be taken during the next succeeding calendar year.

#### ARTICLE VII - HOSPITALIZATION AND INSURANCE BENEFITS

Section A. The Borough shall provide at no cost to the employee the existing medical/hospital/prescription drug program.

Section B. The Borough shall also provide, at no cost to the employees, the existing dental insurance as provided by the Delta Dental Plan or comparable and the existing eye care plan.

Section C. In the event that the insurance carriers presently carrying the hospitalization, medical and dental insurance for the Borough shall refuse to carry or continue said insurance coverage, the Borough shall immediately apply to a new insurance company or companies for the comparable insurance as is now provided and shall provide that there shall be no interruption of insurance coverage afforded.

Section D. The Borough shall provide life insurance coverage on the lives of each of its employees in the amount of \$10,000.00. The Borough shall pay the complete premium.

#### ARTICLE VIII - SICK LEAVE

Section A. Sick leave is hereby defined to mean absence from post or duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care of attendance of such employee.



Section B. Sick leave with pay shall be granted to all full time employees of {7}Seven working days for each calendar year. If any such employee requires none or only a portion of such allowable sick leave for any calendar year the amount of sick leave not taken shall accumulate to his or her credit up to the amount of 25 days and such employee shall be entitled to such accumulated sick leave with pay if and when needed. No employee who may be disabled either through injury or illness as a result of or arising from their respective employment shall be required to utilize the sick leave accumulated during such period of disability.

Section C. Accumulated sick leave shall be determined and calculated from the date of employment.

Section D. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time. An employee who shall be absent on sick leave for three (3) or more consecutive working days, upon request by the Borough shall be required to submit acceptable medical evidence substantiating his or her right to such leave. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before return to employment if request by the Borough. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees

#### ARTICLE IX - WORK-RELATED INJURIES OR SICKNESS

Section A. The Borough shall make payment of his or her full salary to any employee who receives an injury or illness as a result of or arising out of the employee's employment with the Borough, which injury or illness prevents the employee from performing his or her duties, and is collecting temporary disability payments under the

**Addendum to Page 8 of 10 in contract**

**ARTICLE XI – SALARIES AND COMPENSATION**

Section A. Each employee shall receive a salary increase in accordance with the schedule forth below.

Per contract of January 1, 2007 thru December 31, 2009

Retroactive to January 1, 2007 – 3% added to base rate

January 1, 2008 – 3% added to base rate

January 1, 2009- 3% added to base rate

Section B. Full time employees shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month.

Worker's Compensation Laws of New Jersey, provided that the employee assigns and pays over to the Borough any payments made to him or her for temporary disability under the said Workmen's Compensation laws of the State of New Jersey.

#### ARTICLE X - PERSONAL DAYS

Section A. In addition to any other leaves of absence set forth herein, all employees shall be entitled to Three (3) personal days each year with pay to conduct personal business. Personal days cannot accumulate from year to year

#### ARTICLE XI - SALARIES AND COMPENSATION

Section A. Each employee shall receive a salary increase in accordance with the schedule set forth below.

Retroactive to Jan. 1, 2004 - 3% added to base rate

Jan. 1, 2005 - 4.5% added to base rate

Jan. 1, 2006 - 4.5% added to base rate

*see addendum*

Section B. Full time employees shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month.

#### ARTICLE XII - MISCELLANEOUS

Section A. CLOTHING ALLOWANCE: Each employee shall be entitled to the clothing currently provided by the Borough. In addition the Borough will reimburse each employee for 2 {two} pairs of work boots per year, when the employee submits the receipt.

Section B. When an employee is called back to duty after the working day is completed he shall be entitled to a minimum payment of two (2) hours or the actual amount of time worked, whichever is greater. This shall not apply in the case of employees required to work overtime in conjunction with a regular tour. the time shall begin to run from the time the employee clocks into work.

Section C. Each employee shall be entitled to two coffee breaks; per day, each consisting of fifteen minutes, one each morning and one each afternoon.

Section D. JOB POSTING: The Employer shall post any available jobs in the bargaining unit. Current bargaining unit employees shall be able to bid on jobs, if qualified

#### ARTICLE XIII - BEREAVEMENT LEAVE

Employees shall be entitled to three (3) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchildren.

#### ARTICLE XIV - PAYROLL DEDUCTIONS

Section A. Payroll deductions from employees' salaries for dues to Local 911, International Union of Production, Clerical and Public employees, shall be made by the borough upon submission by Local 911, I.U.P.C.P.E. to the Borough of notification by the employee authorizing the Borough to deduct the dues from his pay and to forward same to Local 911, I.U.P.C.P.E.

#### ARTICLE XV - SEPARABILITY

Section A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE XVI – SAFETY EQUIPMENT

The parties agreed that the Borough would provide necessary safety equipment to the employees. The Borough agrees to furnish a first aid kit to be available at the building in the case of emergency treatment.

## XVII – TERM

This is a three (3) year Agreement covering the period commencing January 1, 2007 through December 31, 2009. This Agreement shall become effective as of and retroactive to January 1, 2007 and shall remain in full force and effect until midnight on December 31, 2009. In the event the parties do not enter into a new Agreement on or before December 31, 2009 then this Agreement shall continue in full force and effect until a new agreement is executed.

Borough of Hamburg:

Paul Marino  
Paul Marino, Mayor

Local 911, I.U.P.C.P.E.

Mac Barozz  
President, Local 911

Attest:

Doreen Schott  
Doreen Schott, Clerk